



नेशनल फर्टिलाइजर्स लिमिटेड
(भारत सरकार का उपक्रम)
विजयपुर इकाई: विजयपुर - ४७३१११
जिला: गुना (म.प्र.)
दूरभाष: 07544.273691 / 273050
फैक्स: 07544.273089



National Fertilizers Limited
(A Government of India Undertaking)
Vijaipur Unit: Vijaipur - 473111
Dist: Guna (MP)
Phone: 07544 – 273691 / 273050
Fax: 07544 – 273089

NOTICE INVITING TENDER

Tender Ref No: NFV/PUR/BIA221018/Y

Date: 11.05.2024

Due Date: 18.05.2024; 13:00 IST

M/s DYNALAB WEATHERTECH PVT. LTD.

Bungalow No. 4, Basil Society, Sr. No. 106/2/11,
Ambitions Ladies Hostel Lane,
Near KTA Educare, Behind DMart Mall,
Baner, Pune 411045
Email: weathertec@yahoo.com

Bid Type: Single Stage

Dear Sirs

Sealed tenders on your letterhead are invited by the undersigned for the supply of items as mentioned in the attached Annexure-I:

- Each tender should be sent in duplicate cover. Both the covers should be sealed with distinctive seal and superscribed with 'NIT No. _____ due on _____'. The outer cover should contain Bank Draft/Bank Guarantee for earnest money wherever required and the inner cover should contain the price quotation/schedule of rates. Two or more quotations should not be sent in one cover and the quotation against each tender should be sent separately.
For tenders received in unsealed/stapled/open condition or without superscription, resulting in opening of tender before due date, the risk and responsibility of losing confidentiality shall rest with the tenderer.
- The rates should be quoted in the Measurement Units given in the enquiry only i.e. Nos./Kgs/MT/Meters/liters/KL etc. Rates should be firm for a minimum period of 90 days from the date of opening of the tender and should be on FOR/FOT _____ (name of place of dispatch/destination) excluding insurance. The rates should be exclusive of transit insurance from your warehouse to our warehouse. The goods shall be covered under NFL's Open Marine Policy. The rates should be quoted both in figures and words.
- Your Sales Tax/VAT Registration No. and Permanent Account No., allotted by Income Tax Department should be mentioned in the quotation positively.
- The tender should reach this office on or before 1.00 p.m. on the due date mentioned above. The tenders will be opened at 2.30 p.m. on the same date in the presence of such of those tenderers who may like to be present. Quotations will be considered subject to the terms and conditions given on reverse.
- The tenderer shall submit prescribed Earnest Money Deposit Amount (as the case may be) by demand draft payable to National Fertilizers Limited or Bank Guarantee from a Scheduled Bank operating in India except Rural and Cooperative Banks, towards Earnest Money which shall be refunded as expeditiously as possible in case the tender is not accepted. No interest is payable on such deposit. Tenders without earnest money shall be rejected.
- Whenever the bidder is silent about the acceptance of NIT conditions such as bank guarantee, warranty period, liquidated damages etc, it shall be presumed that the bidder has accepted NIT conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your Offer and also enclose a copy of the certificate issued by the concerned authorities.
- In case a tenderer is not interested to quote, a regret letter giving reasons for the same must be sent to us. In case any tenderer regularly abstains from submitting quotation, we may be constrained to delist the tenderer from our vendor list.

Thanking you,
Yours faithfully
For & on behalf of
National Fertilizers Limited

Ayush Kumar
AM (Materials)

कॉरपोरेट कार्यालय: ए-11, सेक्टर - 24, नोएडा - 201301 (उ.प्र.), दूरभाष: 0120-2412383, फैक्स: 0120-2422384

Corporate Office: A-11, Sector - 24, NOIDA - 201301 (U.P.), Tel: 0120 - 2412383, Fax: 0120 - 2412384

पंजीकृत कार्यालय: स्कोप कॉम्प्लेक्स, कोर 3, 7, इंस्टीटयुशनल एरिया, लोधी रोड नई दिल्ली - 110003, दूरभाष: 24360066, फैक्स: 24361553

Regd. Office: Scope Complex, Core-III, 7, Institutional Area, Lodhi Road, New Delhi 110003 • Tel: 24360066 • Fax: 24361553

CIN No. L74899DL1974GOI007417

Website: <http://www.nationalfertilizers.com>

Facebook: @nationalfertilizers

Terms & Conditions of Notice Inviting Tender

नि वदा आमंत्रित सूचना के नियम और शर्तें

1.0 Price Firmness

The quoted rates shall remain firm during the validity period of Purchase Order except for variations in statutory levies. The increase in statutory levies if any shall be borne by NFL provided the supplies are made as per schedule. However, in case of decrease in statutory levies, if any, payment shall be made on actual basis.

2.0 Compensation for submission of Tenders:

Tenderers shall not be entitled to claim any cost, charges, or incidentals for/or in connection with the preparation of and submission of their tenders, though NFL may withdraw invitation to tenders, or reject any, or all tenders without assigning any reason thereof.

3.0 Clarification on bidding documents

For any clarification on this Invitation of Bid, Bidders may contact the corresponding individuals.

Error! Reference source

i.	Name: Shri Ayush Kumar, Assistant Manager (Materials) Contact No.: (+91)-8707700859 Email: ayush@nfl.co.in
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not found.

4.0 Language of Bid

The bid prepared by the Bidder and all correspondence/drawings and documents relating to the bid exchanged between the Bidder and the Owner shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.

5.0 Change in Tender Schedule:

NFL reserves the right to change/amend the tender schedule (date and/or time) and shall intimate all the tenderers well in time by email/fax/telephonically, of such changes along with notice of revised schedule. However, it shall be the responsibility of the vendor to visit the designated website regularly as per the time schedule to get the details of any such changes, as the same shall be available against this tender on the said website. NFL shall not be responsible if a vendor is not able to participate in any activity related to this tender due to change in tender schedule.

6.0 Acceptance/Rejection of Bids:

Notwithstanding anything to the contrary contained herein, NFL reserves the right to accept or reject, at its sole discretion, any Bid/all bids in whole or in part and/or accept other than the lowest bid without assigning any reasons thereof and to annul the bidding process at any time prior to award of Purchase Order without thereby incurring any liability to the affected bidder or bidders or of any obligation to inform the affected bidder or bidders of the grounds for NFL's rejection. No correspondence will be entertained with regard to acceptance or rejection of an offer. NFL is also not bound to disclose the reasons for rejection of the offer to the tenderers.

7.0 Right to vary/split the order

NFL shall have the right to vary the quantities, split and place the order on more than one supplier wherever considered necessary without any liability of any kind whatsoever.

8.0 Variation in Quantity

Measurement of NFL will be final and binding on the supplier. Payment will be made for the actual quantities received by NFL.

9.0 Price Submission:

The tenderer shall quote the price strictly as per the Proforma enclosed for schedule of prices. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference:

9.01 Indian Bidders shall quote the rates on FOR – NFL Stores, Vijaipur basis giving the break-up of prices as per the enclosed Price Bid Format.

If for any reason, prices tendered are for delivery FOR - Forwarding Station, then freight charges together with the gross weight of the material should be clearly mentioned in the quotation.

NFL, shall, however, reserve the right to enter into a contract either on Ex-Works, F.O.R. Despatch Station or F.O.R. Destination basis at its sole discretion.

9.02 Packing and Forwarding Charges:

In case the rates quoted are on Ex-Godown/Ex-Factory basis, then Packing and Forwarding charges should either be included in the quoted basic price or stated separately in definite terms (if applicable).

9.03 Goods & Services Tax (GST):

9.03.1 Bidders shall mention the applicable rates of GST in their bid for the quoted items indicating clearly the HSN Codes and the applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). The GST shall be paid by NFL against GST Invoice. In case any Tax/Duty is not clearly specified in the Price Bid, then it will be presumed that no such Tax/Levy is applicable or payable by NFL.

9.03.2 Bidder/Supplier shall have valid GSTIN/GST Provisional ID and provide Invoice and all other documentation (such as E Way bill, transportation copy of invoice, etc.) in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.

9.03.3 Tenderers shall note that the prime responsibility for assessment in respect of GST rests with the Contractor/Supplier. Therefore, liability of NFL is restricted to the extent of GST only i.e. excluding interest or penalty, if any. It must therefore be ensured by the Contractor himself that the GST is deposited with appropriate authority in time and the manner as prescribed by the Law.

9.03.4 Deduction of TDS on GST:

As per GST Act 2017, TDS is to be deducted from the payments made to the Supplier. Supplier shall be required to accept the same on the GST Portal within 3 days from due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS Certificate to the Contractor in time. If the Supplier fails to accept the same in the GST Portal, Penalty, if any, imposed by GST Authority, will be recovered from the Contractor

9.03.5 GST of Vijaipur Unit

Taxpayer's Trade Name: National Fertilizers Limited, Vijaipur, Guna
Taxpayer's Legal Name: National Fertilizers Limited
GST Identification No.: **23AAACN0189N2ZB**
PAN: **AAACN0189N**

9.04 The rates should be exclusive of transit insurance from Despatch Station to our warehouse. The goods shall be covered under NFL's Open Marine Policy/ NFL's Open Policy.

9.05 Any variation in Statutory Duties/Taxes within the contractual delivery period shall be to NFL's account and beyond contractual delivery period, all upward variations in statutory levies shall be to Supplier's account.

9.06 No escalation will be allowed due to any increase in statutory duties/levies in case an extension is sought by the Supplier beyond stipulated delivery period.

9.07 Quoted rate(s) on Ex-works/FOR prices (Indian Vendors) should remain firm till complete execution of the order. Vendors should confirm the same in their offers.

9.08 No enhancement of rates will be allowed once the quotation is submitted / accepted and the order is placed. Withdrawal of the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice to our rights of legal remedies.

10.0 Conversion to Single Currency

~~To facilitate evaluation and comparison, NFL will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the exchange rate for TT Selling prevailing on the date of price bid opening as notified by any Indian Nationalized/Scheduled Bank/published in reputed/largely circulated Newspapers such as Economic times (India)/Financial Express (India) etc. However, evaluation may be rechecked with such exchange rate as on the date of decision on vendor selection.~~

11.0 Payment Terms:

11.01 NFL will not make any advance/progressive payments. Offers with advance payment terms are liable to be ignored / will be loaded suitably.

11.02 For Indian Bidders

Our Standard Payment term for Indian bidders is "100% Payment within 30 days of receipt and acceptance of material at site through RTGS/NEFT modes". Bidders may provide the following details in their quotations:-

- a) Name of the Bank, Branch's Name and address and Branch Code
- b) Account Number and Type
- c) RTGS/IFSC/MICR Code of the Bank

Our Bankers: **State Bank of India, NFL Vijapur Branch (Code: 30282), NFL Township, Vijapur – 473111, Dist: Guna (MP)**

12.0 Validity of Tenders:

The tenders must be valid for acceptance for 120 (One Hundred and Twenty) days from Bid Opening Date.

13.0 Delivery Period

Bidders shall indicate the shortest and firm delivery period for the supply of material from the date of issue of Purchase Order.

Tenderers may note that in case of delayed delivery beyond the stipulated delivery even though normal extension of completion time is allowed by NFL, all extra costs on account of changes of statutory regulations/Acts, or increase in price on any other account including price, if any, shall not apply to the Purchase Order Price and shall be borne by the Supplier.

14.0 Liquidated Damages Charges/Penalty for Late Delivery:

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either:

- (i) recover liquidated damages from the Supplier at a sum equal to $\frac{1}{2}\%$ per week or part thereof of the value of stores not delivered subject to **a maximum of 5% of the value of the order on LD Charges**; or
- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered; or
- (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.

15.0 Transportation and Transit Insurance

15.01 Tenderers shall confirm that they will supply the material securely packed in a good transport worthy packing so as to avoid damage to the material during transit and storage.

15.02 The delivery of material at NFL Stores will be in the scope of the supplier. Please confirm acceptance and quote your rates accordingly.

15.03 We shall put in our best efforts to unload the material on priority on working days. But in case of delay, we shall not pay any detention charges.

16.0 Destination for booking:

16.01 For Indian Vendors:

- a. By Road: - DOOR DELIVERY AT NFL VIJAI PUR SITE
- b. Consignee: - STORES INCHARGE, MATERIALS DEPARTMENT
NATIONAL FERTILIZERS LIMITED, VIJAI PUR
DIST. GUNA (MP), PIN: 473111

17.0 Variation in Weighment

17.01 Weighment at weighbridge of NFL will be final and binding on the supplier.

17.02 Weigh-bridge tolerance for shortage observed in weight up to 0.5% will be allowed. No recovery shall be affected for shortage limited to the above.

17.03 In case shortage in weight is more than 0.5%, the recovery shall be affected for the total actual shortage in quantities.

18.0 Inspection of Material

The material will be inspected at NFL Stores, Vijapur only after receipt and its report shall be final and binding.

19.0 Acceptance/Rejection of Material:

Subsequent to an order being placed against your Quotation, received in response to this Enquiry, if it is found that the material supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged conditions, not satisfactory owing to any reason of which we (NFL) shall be the sole judge, we shall be entitled to reject the material, cancel the contract and buy our requirement from open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the Security Deposit cum Performance Bank Guarantee, furnished by the Supplier against the contract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter, material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges as applicable, will be recoverable from the supplier.

20.0 Clear understanding:

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully about requirements terms and conditions. No claim from tenderer shall be entertained whatsoever on the plea that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

21.0 Representation:

One person will be allowed to represent only one company during discussions/ negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.

22.0 Relationship:

22.01 The prospective tenderers having any common partners/Directors/Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associate Company. In such cases, only one of them will be eligible for participating in the tender.

Tenderers have to submit a declaration along with the Technical Bid declaring:-

- a. That no other Firm/Sister Concern/Associate belonging to the same group is participating/submitted offer against this tender.

- b. That the bidders, their associates, sister concerns etc. have not been blacklisted by any Institutional Agency/Government Department/Public Sector Undertakings in the last two years.

In case of concealment of any fact, if detected later on, such tenderer will be debarred from all future dealings with NFL.

22.02 It shall be certified by the tenderer that:-

- c. None of the NFL employee is related to owners/ directors. (In case any relative is working in NFL, furnish details separately).
d. None of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately).
e. None of blood relation of the owners/directors is participating in this tender in the name of other firm.

22.03 Should a tenderer or contractor have a relation/s or in case of a firm or Company of contractor's one or more of its shareholders or relations of shareholders employed in the N.F.L., the tenderer must disclose the names of such relation/s while submitting his offer, failing which, N.F.L. may at its sole discretion reject the tender or rescind the contract.

23.0 Debarment of Tenderers on making baseless complaints

If a tenderer resorts to any frivolous, malicious or baseless complaints/allegations with an intent to hamper or delay the tendering process or resorts to canvassing/rigging/influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/future tenders up to a period of two (2) years.

24.0 Award of Contract:

Award of contract will be made at the sole and absolute discretion of National Fertilizers Limited, which shall not be disputed. Purchase Order issued on the basis of this tender will be called 'CONTRACT'. The terms and conditions as embodied in the Purchase Order shall be final and shall supersede any other terms and conditions that might have been indicated in the Tender submitted by the Tenderers.

25.0 Subletting of Contract:

The successful tenderer shall not sublet or assign the contract or any part of it without obtaining the written permission of NFL in advance. In the event of the successful tenderer subletting or assigning the contract or any part thereof without such permission, NFL shall be entitled to cancel the contract and to purchase the goods elsewhere and successful tenderer shall be liable to the National Fertilizers Ltd for any loss or damage which NFL may sustain in consequence or arising out of such purchases. Even in case subletting is permitted, NFL shall not recognize any contractual obligation with the person or party to whom subletting is permitted and shall look to the successful tenderer for satisfactory and due and proper fulfilment of the contract.

26.0 Compliance with Statutory Requirements

The tenderer shall comply with all statutory requirements and laws in performing the contract. The responsibility for action/safety or his employees while performing the contract by the tenderer shall be solely his.

27.0 Indemnity

The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract. If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract. In the event of order, the Tenderer shall indemnify and save harmless NFL and or customer from all claims, losses, demands, causes of action or studies arising out of the services, labour, equipment and material supplied.

28.0 Compliance with Central/State Laws

The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

29.0 Laws Governing Purchase Order

The purchase order shall be governed by the Laws of Union of India for the time being in force.

30.0 Secrecy

Any information delivered or otherwise communicated by NFL to supplier in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of NFL be published or disclosed to any third party or made use of by the supplier except for the purpose of implementing the contract.

31.0 Force Majeure:

Neither party shall be liable for any claim on account of any loss, damage or compensation whatsoever arising out of any failure to carry out the terms of this contract where such failure is caused due to war, rebellion, mutiny, civil commutation, fire, riot, earthquake, draught, floods, crop failure, strike, major break down of the plant or Acts of God or due to any restraint or regulation of the State or Central Government or a Local Authority/ies, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition furnishing therewith documentary evidence supporting the working of force majeure clause.

On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which force majeure to be effected.

32.0 Disputes:

In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof (Applicable for Indian Bidders) and in accordance with Rules of SIAC (for Overseas Bidders).

33.0 Arbitration:

- The contract shall be governed by and construed in accordance with the laws of India.
- Execution of Purchase Order shall be continued by the Supplier during the Arbitration proceedings unless otherwise directed in writing by NFL

33.01 For Indian Bidders:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through *Designated Authority*:

Where the claim including determination of interest, if any, being claimed up to the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made thereunder.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the dispute/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of the contract.

The seat and venue of arbitration shall be Delhi/NFL Vijapur, Guna.

The cost of the proceeding shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.

33.02 For CPSEs and Government Department:

All commercial disputes between CPSEs inter se and CPSE(s) and Govt. department(s)/Organization(s) shall be settled through Administrative Mechanism for resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. Following clauses in all commercial contracts between CPSEs inter se and CPSEs and Government Department/Organizations shall be included as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) /Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS 10937 dated 14th December, 2022 and decision of AMRCD on the said dispute will be binding on both the parties."

34.0 Patent Rights

In the event of order, the Tenderer shall agree to indemnify the NFL or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based hereon with respect of any part of the quoted items and such obligation shall survive acceptance of and payment for the items

35.0 Jurisdiction

All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in Guna courts in the Guna district in the State of Madhya Pradesh, India.

36.0 Purchase Preference Benefit

36.01 Under Make in India scheme

~~36.01.1 Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No. P-45021/2/2017-BE II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender. Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment. The salient features are as under:~~

- ~~a. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class I local supplier' is minimum 50%.~~
- ~~b. For 'Class II local supplier', the local content requirement is minimum 20%.~~
- ~~c. Margin of Purchase Preference: The margin of purchase preference shall be 20%.~~

~~In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.~~

~~Bidders have to submit the duly filled, stamped and signed form enclosed at **Error! Reference source not found.** along with the bid.~~

~~Details are as per **Appendix-II.**~~

36.02 Relaxation for MSEs and Startups:

As per *Policy Circular No. 1(2)(1)/2016-MA Dtd.10.03.2016 of Additional Secretary & Development Commissioner-MSME, Ministry of MSME, GOI ;OM No. F-20/2/2014-PPD-(Pt.) Dtd.25.07.2016 of Under Secretary to GOI, Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and OM No. F.20/2/2014/PPD-(Pt.) Dtd.20.09.2016 of Under Secretary (PPD), Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI* ; NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. Details are as per **Appendix-I.**

To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority. In case you are registered as MICRO, SMALL Enterprise (MSEs) under 'The Micro, Small & Medium Enterprises Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category of registration in your Offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME. The Micro & Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith.

It shall also be confirmed by the Bidders if the MSEs owned by SC/ST Entrepreneurs and in that case submit a copy of documentary proof issued by concerned authorities.

In case no information is given by you, it will be presumed that you are not covered by the MSMED Act and consequently not eligible to the benefits admissible under the Act.

36.03 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.

36.04 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

36.05 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Bidders.

36.06 In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services; the bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

37.0 Seller Registration on Government e-Marketplace (GeM)

Bidders are hereby informed that as per the Office Memorandum No. 6/9/2020-PPD dated 24.08.2020 issued by Department of Expenditure (under Ministry of Finance), it is mandatory for the sellers to be registered on GeM (Government e-Market) and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Further, this ID shall have to be incorporated on the Contract/Purchase order.

As such, in case you happen to be a technically acceptable successful bidder, your prior registration on GeM is essential before awarding of Contract/Purchase order.

38.0 Model Clause regarding Restrictions on Public Procurement from certain countries

With reference to OM No. F.7/10/2021-PPD dated 23.02.2023 (as amended thereafter); any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annexure- I of Order F.7/10/2021-PPD dated 23.02.2023.

Further, any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

The definition regarding "Transfer of Technology (ToT)", "Specified Transfer of Technology (ToT)", "Bidder"; "Bidder from a country which shares a land border with India"; "Beneficial Owner" etc. shall be as per the Definitions clauses at sl no. 8 to 16 of Order (OM No. F.7/10/2021-PPD dated 23.02.2023).

Bidders are required to go through them thoroughly and strictly adhere to the provisions contained in the OM & Orders and submit the duly filled, stamped and signed form enclosed at Annexure-III: Model Clause Certificate: Public Procurement detailed therein along with the bid documents.

39.0 MSME vendor Payment through TReDS:

Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform. MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No.: 8090051171

E-mail id : prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO / contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

Sd/-

For DGM (Materials)
National Fertilizers Limited, Vijaipur

Annexure-I (SCOPE OF SUPPLY)

S.No.	Item Code	Item Description	UOM	Qty	Unit Rate	Amount
1	JA0120019	Anemometer Sensor Model No. DWA 8600M (SS) with ABS cup and retainer nuts and 10 meters cable. Compatible with DWI 1008	NOS	1.00		
1	JA0120960	Wind Vane Model No. DWD 8601M (SS) with 10 meters cable. Compatible with DWI 1008	NOS	1.00		
Grand Total						

SPECIAL NOTES:

- 1) **The above material is required of BELZONA® brand only which is owned by M/s Dynalab Weathertech Pvt. Ltd., Pune. Mentioned OEM (brand owners) or its authorized dealer/distributor/agents/supplier/channel partner/marketing representative/representative can participate in this bid. In case the participating bidder is not OEM, then it has to submit valid (valid till the order is furnished) authorization certificate from OEM. Failure to do so shall lead to straight rejection of bid.**
- 2) **Bidders has to confirm to submit the following documents in case of placement of PO:**
 - a. **Interchangeability Certificate ensuring interchangeability and compatibility of the supplied item with the existing one**
 - b. **The offered material shall be guaranteed against any manufacturing defect and poor workmanship for a period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case the material fails during guarantee period due to defective material or bad workmanship, you will have to replace/rectify the same free of cost. The guarantee certificate should indicate our order number and your invoice number. Guarantee Certificate shall be submitted along with despatch documents**
- 3) TDS will be deducted from GST payable from the bill in accordance with GST Act/Law. You shall be required to accept the same on the GST portal within 3 days from the due date of filing of TDS return (GSTR7) by NFL to enable us to issue the TDS certificate to you in time. If you fail to accept the same in the GST portal, penalty if any imposed by GST authority will be recovered from you.
- 4) Our GST Registration details are as under: Taxpayer Trade Name: NATIONAL FERTILIZERS LTD VIJAIPUR GUNA; Taxpayer Legal Name: NATIONAL FERTILIZERS LTD; ID No. 23AAACN0189N2ZB
- 5) Please provide your GST REGISTRATION details & HSN Code of each item in your Quotation.
- 6) Your Offer should be valid for 120 days from the date of Tender Opening. Please confirm the same in your Quotation.
- 7) Please submit your Quotation as per the enclosed Price Bid Format.
- 8) Tenderers can access this NIT on our Company's Website <https://www.nationalfertilizers.com> with the use of User Login ID and the Password mentioned alongside your address. This NIT is also available on Government's Central Procurement Portal <https://eprocure.gov.in> for reference purposes.
- 9) In case you are registered as MICRO/SMALL Enterprise (MSEs) under `The Micro, Small and Medium Enterprises Development Act, 2006 (MSMED Act) promulgated by Government of India, please indicate the relevant category of registration in your offer and also enclose a copy of the valid certificate issued by the concerned authorities as specified by the Ministry of MSME.
 - The Micro & Small Enterprises (MSEs) shall be entitled for benefits under the public procurement Policy for Micro & Small Enterprises subject to the terms and conditions indicated therein for the following:
 - i. Public Procurement (Preference to Make in India), Order 2020.
 - ii. Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as amended on date.
 - iii. Relaxation of Norms for Startups notified vides Order No. F.20/2/2014-PPD (Pt.) dated 20th September, 2016 of Ministry of Finance, Department of Expenditure, Procurement Policy Division.
 - Provisions of Public Procurement (Preference to make in India) order 2020 notified vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) shall be applicable.
 - In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
 - **Registration on Udyam Registration Portal:** MSE bidders are required to register themselves on Udyam Registration Portal, failing which they will not be able to enjoy the benefit as per Public Procurement Policy for MSEs order, 2012 issued by MSME.
- 10) If a tenderer resorts to any frivolous, malicious or baseless complaint/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders upto a period of TWO (2) YEARS.

AYUSH KUMAR
 ASSISTANT MANAGER (Materials)
 Email: ayush@nfl.co.in
 Mob:08707700859

Annexure-II (PRICE-BID FORMAT)
PRICE-BID FORMAT (IN INR)

DGM (Materials)
National Fertilizers Limited
Vijaipur – 473111
Distt: Guna (MP)

Sub: **Your Tender No.** _____ **Dated** _____, **Due on:** _____

Dear Sir,

1. With reference to above mentioned tender, I/We hereby submit our Price-Bid for the quoted items as under:

S.No	<u>PRICE BREAK UP</u>				
1	Particulars	Unit Of Measure	Quantity	Unit Rate (Rs)	Total Amount (Rs)
2	Basic Price				
3	Price Basis (i.e. Ex-Works / Godown, F.O.R. Guna) (Please Specify)	Ex Works / Godown or FOR Guna (Please strike out which ever not applicable)			
4	Discount (in %) if any				
5	P&F Charges (if applicable) _____ %				
6	GST (if any)				
A	IGST : %				
B	CGST: %				
C	SGST : %				
D	HSN Code of each item.				
E	GSTIN NO.				
7	Freight from Works to Transporter's Godown at Guna (Only if – FOR: Ex-Works basis).				
8	GST on freight: (if any) %				
9	Transit Insurance	(By Supplier / By NFL)			
10	Any other charges (Please specify)				
11	Offer Valid upto 120 days from TOD/Due Date	Yes / No.			
12	Delivery Period				
13	Payment Terms as per NIT. (i.e. within 30 days after receipt & acceptance of materials)	Yes / No			
14	Bank details for payment through ECS/EFT Must be provided by vendor				
15.a	Account No:				
15.b	Account Type:				
15.c	Name of Bank:				
15.d	Branch Address:				
15.e	Branch Code and IFSC Number:				
15.f	RTGS/MICR Number:				
15.g	PAN Number:				

16. Are you registered as MICRO, SMALL or MEDIUM

Enterprise under MSMED Act 2006? :

If YES,

A) Please indicate relevant category with copy of documentary proof issued by the concerned authorities :

B) Does your firm fall under MSE's owned by SC/ST Entrepreneurs? If so, enclose a copy of documentary evidence:

C) Registration of Udyog Aadhar Memorandum (UAM) Number on CPPP: YES/NO

17. I/We have read all the terms and conditions of the NIT and the Annexure(s) thereto and agree to accept and abide by the same in toto. The above quotation has been prepared after taking into account all the terms and conditions of the NIT. We enclose a break-up of the various cost components quoted by us.

(SEAL)

Name of Signatory (in Capitals):

Designation of Signatory :

Name & Address of the Firm :

Note:

- Price basis should be clearly indicated in the offer and break-up of the rates should be given accordingly.
- Deviations (if any) to NIT terms and conditions should be spelt out clearly.

Annexure-III: Model Clause Certificate: Public Procurement

Certificate regarding Procurement from a Bidder of a country which shares a land border with India

(On Party/Company's Letter Head)

[Tick appropriate option & cut the other one],

Tender Ref. No.:

To
M/s National Fertilizers Limited,
Vijaipur-Guna (M.P)-473111

Sub: Model Clause Certificate of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I.....(authorized signatory) for
M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.

We certify that this bidder M/s..... [**Vendor Name & address**] is not from such a country.

or,

However, if any bidder falls in the category of bidders as indicated in the Definitions clause at S.no. 12, 13, 14 & 15 of Order No. F.7/10/2021-PPD dated 23.02.2023, should submit the certificate as under:

We hereby certify that M/s..... [**Vendor Name & address**] is from such a country and has been registered with Competent Authority (specified in Annexure- I of Order **F.7/10/2021-PPD dated 23.02.2023**) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. ***The evidence of valid registration by the Competent Authority is attached herewith.***

For M/s.....
Authorized Signatory
(with company seal & Name)



Appendix-I: Benefits available to Micro and Small Enterprises (MSEs)

Public Procurement Policy, March 2012

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy, March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

A. Qualifying Criteria for MSEs, SC/ST Vendors:

- i. MSE bidders must submit Registration Certificates from any of the following (or any other body specified by the Ministry of MSME):
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission (KVIC)
 - Khadi and Village Industries Board (KVIB)
 - Directorate of Handicrafts and Handloom
 - Any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME)
 - Udyam Registration issued by Ministry of MSME
- ii. SC/ST owned Enterprises (i.e. SC/ST Proprietorship or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District / Additional District Magistrate / Collector / Deputy Commissioner/ Additional Deputy Commissioner / Deputy Collector / 1st Class Stipendiary Magistrate / Sub-Divisional Magistrate/ Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner
 - Chief Presidency Magistrate /Additional Chief Presidency Magistrate / Presidency Magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-Divisional Officer of the area where the individual and/or his family normally resides
- iii. The registration shall be valid as on date of placement of order. A self-attested photocopy of the relevant certificate shall be submitted as a support document.
- iv. The registration must be for the items/category of items / services relevant to the tendered items / category of items / services.

B. Purchase Preference for MSE :

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% & 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Caste/Scheduled Tribe & women owned entrepreneurs respectively. In the case of an SC/ST & women owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% & 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST/women) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST/women owned, they shall be exclusively awarded a share of 4% & 3% respectively of the above 25% in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST/Women owned MSE matching the L1 price, they shall equally share 4% & 3% respectively of the order and additionally share the balance 18% with other non-SC/ST MSE bidders.

C. Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

- i. Tenders shall be provided free of cost and tender documents are downloadable from the websites of NFL (<http://www.nationalfertilizers.com>) and the Central Public Procurement (CPP) Portal (<https://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Chief Manager (Materials) / DGM (Materials) / General Manager (Materials)
- ii. MSE units qualifying as at (a) above shall be exempt from paying EMD.

Important Notes:

- i. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to Traders/Agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSME as per policy.
 - ii. MSE Bidders shall declare/register the Udyam Registration number on Central Public Procurement Portal (CPPP), failing which they shall not be able to enjoy the benefits available to MSEs as per Public Procurement Policy for MSEs Order 2012 issued by Ministry of MSME. Declaration of UAM Number by the Vendors on CPP Portal is mandatory.
- D. In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement policy. MSE-Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.
- E. NFL reserves the right to relax the norms on prior experience & turnover for startups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications.

End of Appendix-I

Appendix-II: Benefits available to Make in India (Local Content) Vendors

Public Procurement (Preference to Make in India) Order 2017 and further amendments thereafter

Provisions of Public Procurement (Preference to Make in India) Order 2017 notified vide Order No. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall also be applicable

1. Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) Order 2017. The salient features of which are as under:-
 - a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' and 'Class-II local supplier' is as follows:
 - i. 'Class-I local supplier': Local Content requirement is minimum 50%
 - ii. 'Class-II local supplier': Local Content requirement is minimum 20%
 - b) Margin of Purchase Preference - Shall be 20%

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable

'Class-I Local supplier' and 'Class-II Local Supplier' as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.

- ii. In case of procurement for a value up to ₹ 10.00 Crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made.

In case of procurement for a value in excess of ₹ 10.00 Crore, the local supplier shall be required to provide a Certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than company) giving the percentage of local content.
- iii. A Supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment

A Self-Certificate to the effect that the bidder has not been debarred by any procuring entity for violation of this Order should be enclosed along with techno-commercial bid

III. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.

IV. In case, a Bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference Linked with Local Content) Policy as well as Purchase Preference Policy for MSE 2012, then the Bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE Policy. The option once exercised cannot be modified subsequently

V. Purchase Preference benefits shall be extended to the Bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy

VI. In case a MSE Bidder opts for Purchase Preference based on PP-LC, he shall not be entitled to claim Purchase Preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document Fee and Bid Security/EMD shall continue to be available to MSE Bidders.

******End of Appendix-II******